# Terms and Conditions Personality Award







## 1. TERMS AND CONDITIONS AND COMPETITION OBJECTIVE

The organiser of the competition is the Institución Ferial de Madrid (hereinafter referred to as the Organiser/IFEMA) [Tax ID number. Q-2873018B], whose registered office is at Avenida del Partenón, 5 (28042), Madrid. As part of the Global Mobility Call, we are running a competition for the GMC Personality Award. This is to acknowledge and celebrate the individual making significant strides in sustainable mobility.

This award is supported by the Global Mobility Call, an event at IFEMA Madrid taking place from 24 to 26 October 2023.

The individual's commitment and contribution to sustainable mobility, which has enhanced the reputation and prestige of their profession, shall receive recognition.

Recognition will be awarded to an individual who has excelled in their professional career by making significant contributions to the study and/or development of sustainability in mobility.

The short-listed candidates for this recognition will be notified via email. The prize will be awarded at the Global Mobility Call and the winner will be notified on 2 October 2023.

The purpose of these Terms and Conditions is to regulate the participation in the aforementioned Competition.

These Terms and Conditions will appear on the fair's website and may be modified. In such an event, participants will receive notification in a timely manner and through the appropriate channels.

#### 2. REQUIREMENTS FOR PARTICIPANTS

Participants will be selected in the first phase by the GMC executive committee and the committee of experts according to the following criteria:

- Leaders of public institutions - at national and European level - who stand out for their innovative initiatives in the field of mobility.

- Professors or researchers of working in related fields.

- - Members of private entities, associations or organisations who have spearheaded sustainable mobility projects.

- Any other person whose activity and dedication has been outstanding

#### 3. JUDGING CRITERIA

The criteria for evaluating candidates in the initial phase and selecting the winner of the GMC Personality Award will focus on their contribution to the future model of mobility.



The evaluation criteria, which are not exhaustive, include:

- Leadership. Global impact on the leadership of one aspect of the ecosystem, leveraging cross-sectoral ideas.
- Sustainability aims to have a positive impact on ESG areas to make progress.
- Professional career: Experienced in the Mobility Ecosystem with a relevant track record.
  - a. Carrying out activities of social, institutional, or technical importance and significance in sustainable transport.
  - b. Dedicating their professions to the furthering sustainable transport.
  - c. Performing their activities in a responsible and ethical manner.

#### 4. JURY AND JUDGING PROCESS AND SELECTION OF THE WINNER

The Jury, comprising 2 members of the GMC Executive Committee and 5 members of the Programme Committee, will select the recipient of this award. The Jury members should sign a declaration confirming that they are free of any conflicts of interest in relation to the finalist proposals.

The invoicing schedule shall be as follows:

- The executive committee will nominate 5 candidates for the award based on the aforementioned assessment criteria. Each submission must be properly documented.

- Selected applicants will receive notification regarding the acceptance and accreditation of their professional career. The company should agree to the submission and the rules given.

- The committee will review the 5 shortlisted applications and select 2 finalists.
- The GMC, IFEMA, and SMOBHUB event organisers will choose the final candidate.
- The finalist must collect their prize in person.

All contest participants agree to the usage of their personal information for conducting this contest and potentially sharing their first and last name on Global Mobility Call's social media channels if they win. The personal data of the participants will be processed in accordance with the ninth (9) condition on data protection of these terms and conditions.

The jury will determine the winner in accordance with the stated criteria. The winner will be notified in accordance with the following section , and its decision will be final.

#### 5. PRIZE AND AWARD CONDITIONS



The winner of this contest will be acknowledged as the most significant individual in sustainable transport by the GMC society. They will receive an accolade.

IFEMA MADRID reserves the right to exchange the prize for another of similar characteristics and equal value without prior notice to the winner.

The prize giving will take place during the Global Mobility Call and the winner will be notified well in advance so that they can attend.

IFEMA MADRID will contact the winner using the contact person's details provided when the application was submitted. At the same time, personal data will be requested, in addition to a copy of their identification documents, to formalise the management of the awarding of the prize.

If the winner cannot be reached before 15 September 2023, does not accept the prize, or does not comply with any of the rules set out in these terms and conditions, IFEMA MADRID reserves the right to decide not to award the prize or to select a new winner using the same procedure as the first prize draw.

IFEMA MADRID will not be held responsible for any issues with potential packages, relegating this responsibility to the courier company. Once the prize has been sent, IFEMA MA-DRID shall not be liable in any way for the possible loss or deterioration of the prize by the courier service or for its malfunction, and the winner shall be obliged to assert the commercial guarantee to the manufacturer of the device itself. To achieve this, the winner must provide IFEMA MADRID, within 72 hours of being requested to do so, with all the personal and tax details requested, in addition to a photocopy of their ID card, to enable IFEMA MADRID to pay the withholding tax, otherwise the prize will be deemed to have been forfeited. Additionally, the ID card will be used to facilitate the identification of the winner and to verify data such as age and place of residence.

If it becomes evident that any of the participants do not comply with the requirements set out in the Terms and Conditions, or the data provided for participation are not valid, their participation will be considered null and void and they will be automatically excluded from the competition, losing all rights to the prizes awarded as part of this competition.

The prize awarded is personal and non-transferable, not subject to change, alteration or compensation at the request of the Participants, and cannot be exchanged for any other product or cash value.

A period of thirty calendar days from the date of the prize award is established for any reasoned claim.

#### 6. WAIVER OF LIABILITY

By way of example, but not limitation, the Organiser accepts no responsibility for possible losses, theft, delays, or any other circumstance attributable to third parties that may



affect the running of the competition, nor does it accept responsibility for the use made by the participant with as regards the prize obtained from this competition.

The Organisation shall not be held responsible for any *force majeure* or unforeseeable events that may impede the competition or prevent the full or partial enjoyment of the prize. In the event that the competition cannot take place due to detected fraud, technical errors, or any other reasons beyond the control of the Organisation that affect the normal holding of the competition, the Organisation shall not be held liable.

IFEMA MADRID will not assume any responsibility in the event that the proposal violates the rights of third parties in terms of intellectual, industrial or any other type of property, in any way, or if any dispute and/or litigation were to arise as a result of these violations.

#### 7. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

The participants of each candidacy shall guarantee, under their sole responsibility, compliance with the obligations and responsibilities of Royal Legislative Decree 1/1996 of 12 April, approving the revised text regarding the Intellectual Property Law. The participants of the candidature therefore release the Organisation of the prize from any responsibility derived from the infringement of intellectual and industrial property and/or image rights that could be affected, assuming all the costs and consequences of any claim in the field of intellectual and industrial property and/or image that could be derived from the presentation to this competition during and even after the end of their participation.

Each Participant takes part in this Competition on a voluntary basis and does not imply any transfer of rights or licence to use the intellectual and industrial property rights, know-how, industrial secrets or similar rights existing prior to their participation or generated externally to the Competition, in addition to the participation/proposal submitted.

The Organisers reserve the right to disseminate, free of charge to the Participant, the resolution of this competition and the personal details of the winning Participant in both internal and external media. The Participant accepts that they are not authorised to use the trademarks and logos of IFEMA MADRID [and the Organiser] other than those permitted in these terms and conditions.

The Participant accepts that they is not authorised or entitled to use the trademarks and logos of the fair or event in which this competition takes place, or those of IFEMA MADRID, other than those permitted in these terms and conditions.

The Organisation of the prize reserves the right to limit, in whole or in part, access to the prize by the candidate in the event of suspicion or actual knowledge that the participation of the interested party does not comply with that which is set forth in this section.



## 8. TRANSFER OF IMAGE RIGHTS

Pursuant to the provisions of Organic Law 1/1982 of 5 May on the civil protection of the right to honour, personal and family privacy and one's own image (hereinafter Organic Law 1/1982), the Participant authorises the Organisation to process their image obtained as a result of their participation in the Competition, whether during their submission to the competition, during the public event, selection of finalists, or if they are the winner. Additionally, the participant authorises the Organisation to capture, reproduce and disseminate their image via the channels of information, dissemination, communication and promotion, provided that they are linked to the event in which they are participating, using all the technical means and media currently known and those that may be developed in the future, with the sole limitation of any use that breaches their honour in the terms set out in Organic Law 1/1982, without time or geographical limitation and without receiving any compensation whatsoever.

#### 9. DATA PROTECTION

In accordance with the General Data Protection Regulation (GDPR), IFEMA MADRID may process personal data provided for participation in this Competition for the sole purpose of managing the relationship between the involved parties and as stated in these terms and conditions, without any additional purposes.

The parties shall not communicate the aforementioned personal data that may be obtained to any third parties, unless such communication is required for the execution or management of the purpose of the agreement, guaranteeing compliance with the applicable regulations. IFEMA MADRID shall not disclose personal data to third parties unless there is a legal obligation to do so.

The holders of personal data may exercise their rights of access, rectification, erasure, restriction of processing, objection and portability under the terms established in the applicable data protection regulations. These rights may be exercised by writing to the addresses of the parties set out in the heading including the reference "EXERCISE OF RIGHTS". They may also seek the protection of the Spanish Data Protection Agency (AEPD) and consult the Parties' privacy and security policy.

In accordance with current legislation on personal data protection, the processing of personal data provided to us by way of the Competition entry form will be governed by the following provisions:

# 1.1 Data controllers

IFEMA MADRID - Feria de Madrid (Q2873018B). Contact details for the Data Protection Officer: protecciondedatos@ifema.es

1.2 Purpose of the processing:



Management of the participation of the contestants in the competition and publication of the winner.

If you have given your express consent for commercial communications, IFEMA MADRID may periodically send them to you by electronic or equivalent means (such as telephone, SMS or instant messaging) to inform you of the activities, content and services provided by IFEMA MADRID, in addition to content from its sponsors and third-party companies related to the fairs.

#### 1.3 Terms and conditions for participation

The Participant expressly agrees to take part in the Contest upon notification and in writing. They accept these rules and acknowledge that their personal information will only be used to manage their application.

Furthermore, the Participant undertakes to inform those responsible of any changes to their personal data to ensure that they are always up to date and that no errors are present. The Participant also declares that the data provided by them are accurate and truthful.

IFEMA MADRID undertakes to always process your personal data as confidential and in accordance with the purposes set out in this clause. It will adopt the technical and organisational measures necessary to guarantee the security of your data and prevent alteration, loss, unauthorised processing, or access, considering the state of technology, the nature of the data stored and the risks to which they are exposed, all in compliance with that which is set out in the Regulation.

IFEMA MADRID can use the names and pictures of the contestants in advertising and communications, whether in writing or electronically, through any Communication platform, about the competition and its results. Participants may withdraw their consent for these purposes at any time.

1.4 Storage of personal data

Participants' personal data will be stored for the time deemed necessary to manage the Competition. Once completed, the data will be deleted from IFEMA MADRID's databases, if it has been produced. If you have given your consent to receive commercial communications, your data will be retained until your consent is revoked.

#### 1.5 Recipients

Participants' data will not be communicated to third parties, unless legally obliged to do so or required by an administrative and/or judicial authority. However, Participants are expressly informed that it may be necessary to provide the Jury and, where appropriate, possible collaborating entities identified in these terms and conditions, with data that are essential for the evaluation of the Proposals and the award outcome.

1.6 Rights of the interested parties



Likewise, upon submitting the application, the participant shall be informed of their rights to access, rectify, erase, cancel, object, limit processing, and data portability under data protection legislation. These rights may be exercised by sending a communication marked with "GMC INNOWINNER - GLOBAL MOBILITY CALL" to Avda. del Partenón, 5 (28042) Madrid, or via email protecciondedatos@ifema.es.

You can file a complaint with the Spanish Data Protection Agency via their website <u>WWW.aepd.es</u>.

#### 10. TAX SYSTEM

Where appropriate, when required by the nature of the prize, as a condition for the prize to be awarded, the winner must sign a letter of acceptance of the prize, authorising IFEMA MADRID to make the corresponding withholding or payment on account on their behalf, as required by the applicable legal provisions.

The winner must provide IFEMA MADRID with all the personal and tax details requested within a maximum period of 24 hours of being requested to do so, in addition to a photocopy of their ID card, so that the organiser can make the payment of this withholding, otherwise it will be understood that they renounce the prize. In addition, the DNI [National Identity Document] will be used to correctly identify all participants.

#### 11. OTHER CONDITIONS

IFEMA MADRID accepts no responsibility for any unauthorised use by third parties of the videos, images or content that may be submitted by participants. IFEMA MADRID disclaims any liability arising from the inappropriate use of the products displayed or presented by third parties by way of copying, manipulation, redistribution, or any other form, in undesired environments or illicit links.

Likewise, IFEMA MADRID accepts no responsibility for the malfunctioning of the Internet, Facebook, social networks, or the services on which its website is hosted.

IFEMA MADRID accepts no responsibility for any possible incidents on the social media platforms used for the Competition that may impact the running of the Competition and the awarding of the prize.

The Organisers may choose not to hold the Competition if fewer than 5 participants have registered by the start date stated.

The submissions call for this competition may be modified, interrupted and/or cancelled in justified circumstances. The Organisation retains the right to declare the competition null and void if the Organising Committee deems that no entry submitted meets the expected criteria.

The awards organisation reserves the right to reject entries that do not align with the essential principles of building a social ecosystem, including those founded on paralegal, illegal, or disreputable elements, or those that potentially pose legal risks. This



information will be communicated to the participants by the same method as before, relieving The Organisation of any obligation or financial compensation to the participants.

# 12. INTERPRETATION AND MODIFICATION OF THE GENERAL TERMS AND CONDITIONS AND CANCELLATION OF THE COMPETITION

IFEMA MADRID has the authority to clarify and address any uncertainties arising from these Terms and Conditions and retains the right to modify or add to it, if it does not harm the Competition participants. IFEMA MADRID will inform participants by email from the following addresses: Idelgado@ifema.es / gmc@ifema.es of any modifications made, and acceptance of these changes will be deemed by the participants.

IFEMA MADRID reserves the right to make any changes and to cancel this Competition without just cause.

#### 13. PUBLICITY, APPLICABLE LEGISLATION AND COMPETENT JURISDICTION

These Terms and Conditions are deposited and published on the fair's <u>website</u> with the due guarantees of publicity.

These Rules are subject to Spanish law. Any related complaints should be sent, in writing, to Avenida del Partenón, 5 (28042) Madrid. In case of any disagreement in the implementation or understanding of these regulations, and with no settlement, all disputes will submit to the jurisdiction and competence of the Judges and Courts of Madrid.

#### 14. FINAL PROVISIONS

Participation in this Competition implies unconditional acceptance of and compliance with these Terms and Conditions, and any declaration of non-acceptance will imply the exclusion of the participant.

Any questions or information should be addressed to:

Leyre Delgado Idelgado@ifema.es IFEMA MADRID

Madrid, 10 August 2023.

